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SIR: PLEASE RECORD THE ATTACHED ORIGINAL DOCUMENTS OR COPY THEREOF.

2003 JUN 23 PM 4:09

1. NAME OF CONVEYING PARTY(IES) (ASSIGNORS(S)):

WISENUT, INC.

FINANCE SECTION

ADDITIONAL NAME(S) OF CONVEYING PARTY(IES) ATTACHED? ☐ YES ☒ NO

2. PARTY(IES) (ASSIGNEE(S)) RECEIVING INTEREST:

NAME: LOOKSMART, LTD.

b-23-07

ADDRESS: 625 2nd Street, 4th Floor, San Francisco, CA 94107-2092

ADDITIONAL NAME(S) & ADDRESS(ES) ATTACHED? ☐ YES ☒ NO

3. NATURE OF CONVEYANCE (DOCUMENT):

(Submit herewith only one document for recordation—multiple copies of same Assignment signed by different inventors is one document)☐ ASSIGNMENT OF ☐ WHOLE☐ PATENT APPLICATION ☐ ORIGINAL☒ FACSIMILE/COPY ☐ VERIFIED TRANSLATION☒ MERGER: pp. 1-2, 24-25, 27-29, dup. pp. 56 signature pages

EXEC. DATE:

March 7, 2002

☐ SECURITY

EXECUTION DATE(S) ON THE DECLARATION IF FILED HEREWITH: (NOTE: IF DATES ON DECLARATION AND ASSIGNMENT DIFFER SEE ATTY!)

4.5 APPL. NO.(S) OR PAT NO.(S). OTHERS ON ADDITIONAL SHEET(S) attached? ☐ YES ☒ NO

A. PAT. APP. NO.(S) Series code/serial no	Filing Date	1 <sup>st</sup> INVENTOR if not in item 1	B. PATENT NO(S)	M#	1 <sup>st</sup> INVENTOR if not in item 1
09/844,040	04/27/2001	Kim			
09/561,200	04/20/2000	Yun			
09/757,435	01/10/2001	Kim			
09/947,557	09/06/2001	Kim			

5. Name &amp; Address of Party to Whom Correspondence Concerning Document Should be Mailed:

Pillsbury Winthrop LLP  
Intellectual Property Group  
1600 Tysons Boulevard  
McLean, VA 22102

6. NUMBER INVOLVED:

APPLNS 4 + PATS 0 = TOTAL 4

7. AMOUNT OF FEE ENCLOSED: (Code 581)

ABOVE TOTAL x \$40 = \$160.00

Charge fee to Deposit Account 03-3975

(Order No. 053684/0000001)

8. IF ABOVE FEE IS MISSING OR INADEQUATE CHARGE INSUFFICIENCY TO DEPOSIT ACCOUNT NUMBER: 03-3975

UNDER ORDER NO 053684/0000001

dup. sheet not required

9. STATEMENT AND SIGNATURE. To the best of my knowledge and belief, the foregoing information is true and correct.

Signature

10. Total number of pages including this cover sheet, attachments and document (do not file dup. Cover sheet)

10

By: Ross L. Franks

Reg. No. 47,233

Date: June 16, 2003

TEL: (650) 233-4897

FAX: (650) 233-4545

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REEL: 014195 FRAME: 0659

## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of March 7, 2002, is by and among WiseNut, Inc., a Delaware corporation (the "Company"), LookSmart, Ltd., a Delaware corporation ("Parent"), WN Acquisition Sub, Inc., a Delaware corporation and a wholly owned subsidiary of Parent ("Acquisition Sub"), and for purposes of Article VII and Section 5.2(d), Sung Yoon, as agent for the stockholders of the Company (the "Securityholder Agent").

WHEREAS, the Boards of Directors of the Company, Parent and Acquisition Sub have each (i) determined that the Merger is advisable and fair and in the best interests of their respective stockholders and (ii) approved the Merger upon the terms and subject to the conditions set forth in this Agreement;

WHEREAS, the combination of the Company and Parent shall be effected by the terms of this Agreement through a transaction in which Acquisition Sub will merge with and into the Company, the Company will be the surviving corporation and a wholly-owned subsidiary of Parent, and the stockholders of the Company will become stockholders of Parent;

WHEREAS, for Federal income tax purposes it is intended that the Merger qualify as a reorganization under the provisions of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code");

WHEREAS, certain officers and employees of the Company have entered into employment agreements (the "Employment Agreements") and certain stockholders of the Company have entered into non-competition agreements (the "Non-Competition Agreements") with Parent and the Company, in each case effective upon consummation of the Merger, as an inducement to Parent to enter into this Agreement; and

WHEREAS, certain stockholders of the Company have entered into irrevocable proxy and voting agreements, pursuant to which such stockholders have agreed to vote in favor of the Merger and the other transactions contemplated by this Agreement (the "Voting Agreements"), as an inducement to Parent to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the representations, warranties, covenants and agreements herein contained, and intending to be legally bound hereby, the Company, Parent, Acquisition Sub and the Securityholder Agent hereby agree as follows:

### ARTICLE I

#### THE MERGER

Section 1.1 The Merger. At the Effective Time and upon the terms and subject to the conditions of this Agreement and in accordance with the Delaware General Corporation Law (the "DGCL"), Acquisition Sub shall be merged with and into the Company (the "Merger"). Following the Merger, the Company shall continue as the surviving corporation (the "Surviving

Corporation”) and the separate corporate existence of Acquisition Sub shall cease. At the election of Parent and upon prior written notice to the Company, the Merger may be structured so that the Company shall be merged with and into Acquisition Sub with the result that Acquisition Sub shall become the “Surviving Corporation” or so that the Company shall be merged with and into Parent with the result that Parent shall become the “Surviving Corporation.” Parent, as the sole stockholder of Acquisition Sub, hereby approves the Merger and this Agreement.

Section 1.2Effective Time. Subject to the terms and conditions set forth in this Agreement, on the Closing Date, (a) a certificate of merger, in substantially the form attached hereto as Exhibit A (the “Delaware Certificate of Merger”), shall be duly executed and acknowledged by Acquisition Sub and the Company and thereafter delivered to the Secretary of State of the State of Delaware for filing pursuant to Section 252 of the DGCL; and (b) the parties shall make such other filings with the Secretary of State of the State of Delaware and/or any other authority as are necessary to effect the Merger. The Merger shall become effective at such time as a properly executed copy of the Certificate of Merger is duly filed with the Secretary of State of the State of Delaware in accordance with Section 252 of the DGCL (the “Certificate of Merger”), or such later time as Parent and the Company may agree upon and as may be set forth in the Certificate of Merger (the time the Merger becomes effective being referred to herein as the “Effective Time”).

Section 1.3Closing of the Merger. The closing of the Merger (the “Closing”) will take place at a time and on a date (the “Closing Date”) to be specified by the parties, which shall be no later than the fifth business day after satisfaction of the latest to occur of the conditions set forth in Article V, at the offices of Gibson, Dunn & Crutcher LLP, 1530 Page Mill Road, Palo Alto, California 94304, unless another time, date or place is agreed to in writing by the parties hereto.

Section 1.4Effects of the Merger. The Merger shall have the effects as provided in this Agreement and in the applicable provisions of the DGCL. Without limiting the generality of the foregoing and subject thereto, at the Effective Time, all the properties, rights, privileges, powers and franchises of the Company and Acquisition Sub shall vest in the Surviving Corporation, and all debts, liabilities and duties of the Company and Acquisition Sub shall become the debts, liabilities and duties of the Surviving Corporation.

Section 1.5Certificate of Incorporation and Bylaws. The Certificate of Incorporation of the Surviving Corporation shall be amended in its entirety to read the same as the Certificate of Incorporation of Acquisition Sub in effect at the Effective Time until amended in accordance with applicable law, except that Article I thereof shall read: “The name of this corporation shall be WiseNut, Inc.”. The bylaws of the Surviving Corporation shall be amended in its entirety to read the same as the bylaws of Acquisition Sub in effect at the Effective Time until amended in accordance with applicable law.

Section 1.6Directors. The directors of Acquisition Sub at the Effective Time shall be the initial directors of the Surviving Corporation, each to hold office in accordance with the Certificate of Incorporation and bylaws of the Surviving Corporation until such director's successor is duly elected or appointed and qualified.

governed by Section 421(a) of the Code (determined without regard to Section 422(a)(1) of the Code).

(p) Neither the Company nor any of its subsidiaries has filed a consent or election under Section 341(f) of the Code (or any corresponding provision of state, local or foreign income Tax law).

(q) There is currently no limitation on the utilization of net operating losses, capital losses, built-in losses, tax credits or similar items of the Company or any of its subsidiaries under Sections 269, 382, 383, 384 or 1502 of the Code and the Treasury Regulations thereunder (and comparable provisions of state, local or foreign law) (no representation is made pursuant to this paragraph with respect to the effect under such sections of the Merger or other transactions contemplated by this Agreement).

(r) The Company has not taken or refrained from taking any action that could cause the Merger or any other transaction in which the Company was a party that was intended to be treated as a reorganization under Section 368(a) of the Code to fail to qualify as a reorganization under Section 368(a) of the Code.

#### Section 2.18 Intellectual Property.

(a) Section 2.18(a) of the Company Disclosure Schedule sets forth, for the Intellectual Property owned, in whole or in part, including jointly with others, by the Company or any of its subsidiaries, a complete and accurate list of all United States and foreign (a) patents and patent applications; (b) Trademark registrations and applications and material unregistered Trademarks; and (c) copyright registrations and applications, indicating for each, the applicable jurisdiction, registration number (or application number), and date issued (or date filed). For purposes of this Agreement, "Intellectual Property" means: trademarks and service marks (whether register or unregistered), trade names, designs and general intangibles of like nature, together with all goodwill related to the foregoing (collectively, "Trademarks"); patents (including any continuations, continuations in part, reissue patents, reexamination certificates and applications for any of the foregoing)(collectively "Patents"); copyrights (including any registrations and applications therefor and whether registered or unregistered)(collectively "Copyrights"); computer software; databases; works of authorship; mask works; technology; trade secrets and other confidential information, know-how, proprietary processes, formulae, algorithms, models, user interfaces, customer lists, inventions, discoveries, concepts, ideas, techniques, methods, source codes, object codes, methodologies and, with respect to all of the foregoing, related confidential data or information (collectively, "Trade Secrets").

#### (b) Trademarks.

(i) All Trademark registrations are currently in compliance in all material respects with all legal requirements (including the timely post-registration filing of affidavits of use and incontestability and renewal applications) other than any requirement that, if not satisfied, would not result in a cancellation of any such registration or otherwise materially affect the priority and enforceability of the Trademark in question.

(ii) No registered Trademark has been or is now involved in any opposition or cancellation proceeding in the United States Patent and Trademark Office. No such action has been threatened prior to the date of this Agreement.

(iii) To the knowledge of the Company, there has been no prior use of any material Trademark by any third party which would confer upon such third party superior rights in any such Trademark.

(iv) All material Trademarks registered in the United States have been in continuous use by the Company or its subsidiaries.

(v) The Company and its subsidiaries have taken the actions described in Section 2.18(b) of the Company Disclosure Schedule to police the Trademarks that are used in the United States against third party infringement of which the Company is aware.

(c) Patents.

(i) All Patents are currently in compliance with legal requirements (including payment of filing, examination, and maintenance fees and proofs of working or use) other than any requirement that, if not satisfied, would not result in a revocation or otherwise materially affect the enforceability of the Patent in question. Section 2.18(c) of the Company Disclosure Schedule sets forth a complete and accurate list of the Patents owned, or previously owned, by the Company or any of its subsidiaries.

(ii) No Patent has been or is now involved in any interference, reissue, reexamination or opposing proceeding in the United States Patent and Trademark Office. No such action has been threatened prior to the date of this Agreement.

(iii) There is no patent, patent application, printed publication or other prior art of any person that conflicts in any material respect with any Patent.

(d) Trade Secrets.

(i) The Company and its subsidiaries have taken the steps described in Section 2.18(d) of the Company Disclosure Schedule to protect the Company's and its subsidiaries' rights in confidential information and Trade Secrets of the Company or its subsidiaries.

(ii) Without limiting the generality of Section 2.18(d)(i), the Company enforces a policy of requiring each relevant employee, consultant and contractor to execute proprietary information, confidentiality and assignment agreements substantially in the Company's standard forms, a copy of which has been furnished to Parent, and, except under confidentiality obligations, there has been no disclosure by the Company or any of its subsidiaries of material confidential information or Trade Secrets of the Company or any of its subsidiaries.

(e) License Agreements. Section 2.18(e)(i) of the Company Disclosure Schedule sets forth a complete and accurate list of all license agreements granting to the

or exclusively licensed by the Company. No Intellectual Property owned or licensed by the Company or any of its subsidiaries is subject to any outstanding order, judgment, decree, stipulation or agreement restricting the use thereof by the Company or any such subsidiary or, in the case of any Intellectual Property licensed to others, restricting the sale, transfer, assignment or licensing thereof by the Company or any of its subsidiaries to any person.

(j) No Infringement by Third Parties. To the knowledge of the Company, no person is misappropriating, infringing, diluting, or violating any Intellectual Property owned or exclusively licensed by the Company or any of its subsidiaries. No such claims have been brought against any person by the Company or any of its subsidiaries.

(k) Assignment; Change of Control. The execution, delivery and performance by the Company of this Agreement, and the consummation by the Company of the transactions contemplated hereby, will not result in the loss or impairment of, or give rise to any right of any third party to terminate, any of the Company's or any of its subsidiaries' rights to own any of its Intellectual Property or their respective rights under the Inbound License Agreements, nor require the consent of any Governmental Entity or third party in respect of any such Intellectual Property.

(l) Software. The Software (as defined below) owned or purported to be owned by the Company or any of its subsidiaries and used in its business ("Owned Software") set forth in Section 2.18(l) of the Company Disclosure Schedule, was either (i) developed by employees of Company or any of its subsidiaries within the scope of their employment; (ii) developed by independent contractors who have assigned their rights to the Company or any of its subsidiaries pursuant to written agreements; or (iii) otherwise acquired by the Company or a subsidiary from a third party. The Owned Software does not contain any programming code, documentation or other materials or development environments that embody Intellectual Property rights of any person other than the Company or any of its subsidiaries, except for such materials or development environments obtained by the Company or any of its subsidiaries from other persons who make such materials or development environments generally available to all interested purchasers or end-users on standard commercial terms or as negotiated between the Company any such other person. For purposes hereof, "Software" means any and all (i) computer programs, including any and all software implementations of algorithms, models and methodologies, whether in source code or object code, (ii) databases and compilations, including any and all data and collections of data, whether machine readable or otherwise, (iii) descriptions, flow-charts and other work product used to design, plan, organize and develop any of the foregoing, and (iv) all documentation, including user manuals and training materials, relating to any of the foregoing.

(m) Documentation. The Company and its subsidiaries have taken all actions customary in the software industry to document the Owned Software and its operation, such that the materials comprising the Owned Software, including the source code and documentation, have been written in a clear and professional manner so that they may be understood, modified and maintained in an efficient manner by reasonably competent programmers.

(n) Employee Confidentiality Agreements. All current and former employees, independent contractors and consultants of the Company or any of its subsidiaries whose duties

or responsibilities relate to the Company's or such subsidiary's business or who participated in a material way in the creation or development of any Owned Software or any other material Intellectual Property have entered into confidentiality, invention assignment and proprietary information agreements with the Company or such subsidiary in the form provided to Parent. To the Company's knowledge, no employee of or consultant to the Company or any of its subsidiaries whose duties or responsibilities relate to the Company's or any of its subsidiaries' business is obligated under any agreement (including licenses, covenants or commitments of any nature) or subject to any judgment, decree or order of any court or administrative agency, or any other restriction that would interfere with the use of his or her best efforts to carry out his or her duties for the Company or such subsidiary or to promote the interests of the Company and its subsidiaries or that would conflict with the Company's or any of its subsidiaries' business. The carrying on of the Company's and its subsidiaries' business by such employees of and contractors to the Company or any of its subsidiaries and the conduct of the Company's and its subsidiaries' business as presently proposed, will not conflict with or result in a breach of the terms, conditions or provisions of, or constitute a default under, any contract, covenant or instrument under which any of such employees of or consultants to the Company or any of its subsidiaries is now obligated. It is not necessary to utilize any inventions or any other Intellectual Property of any employees of or consultants to the Company or any of its subsidiaries (or persons the Company or one of its subsidiaries currently intends to hire) acquired prior to their employment by the Company or one of its subsidiaries in order to carry on the business of the Company and its subsidiaries as presently conducted. At no time during the conception of or reduction to practice of any of Intellectual Property owned by the Company or any of its subsidiaries was any developer, inventor or other contributor to such Intellectual Property operating under any grants from any Governmental Entity or private source, performing research sponsored by any Governmental Entity or private source or subject to any employment agreement or invention assignment or nondisclosure agreement or other obligation with any third party that could adversely affect the Company's or its subsidiaries' rights in such Intellectual Property. Section 2.18(n) of the Company Disclosure Schedule specifically identifies each inventor named in any Owned Patents (either individually or jointly with others), and indicates whether such inventor is a current employee of the Company or one of its subsidiaries and, if not a current employee of the Company or one of its subsidiaries, (i) the relationship of such inventor to the Company or any of its subsidiaries at the time the respective invention was made and the present relationship, if any, of such inventor with the Company or any of its subsidiaries and (ii) the employer and current position of such inventor with such employer.

(o) Export Restrictions. Neither the Company nor any of its subsidiaries has exported or transmitted Software or other material in connection with the Company's or its subsidiaries' business to any country to which such export or transmission is restricted by any applicable law, without first having obtained all necessary and appropriate United States or foreign government licenses or permits.

(p) Disabling Code and Contaminants. The Owned Software is free of any disabling codes or instructions (a "Disabling Code"), and any virus or other intentionally created, undocumented contaminant (a "Contaminant"), that may, or may be used to, access, modify, delete, damage or disable any Systems (as defined below) or that may result in damage thereto. The Company and its subsidiaries have taken reasonable steps and implemented reasonable procedures to ensure that its and their internal computer systems used in connection with the

Company's and its subsidiaries' business (consisting of hardware, software, databases or embedded control systems, "Systems") are free from Disabling Codes and Contaminants. The Licensed Software is free of any Disabling Codes or Contaminants that may, or may be used to, access, modify, delete, damage or disable any of the Systems or that might result in damage thereto. The Company and its subsidiaries have taken all reasonable steps to safeguard their respective Systems and restrict unauthorized access thereto.

Section 2.19 Insurance. Each of the Company and its subsidiaries maintains insurance policies (the "Insurance Policies") against all risks of a character and in such amounts as are usually insured against by similarly situated companies in the same or similar businesses. Each Insurance Policy is in full force and effect and is valid, outstanding and enforceable, and all premiums due thereon have been paid in full. None of the Insurance Policies will terminate or lapse (or be affected in any other materially adverse manner) by reason of the transactions contemplated by this Agreement. Each of the Company and its subsidiaries has complied in all material respects with the provisions of each Insurance Policy under which it is the insured party. No insurer under any Insurance Policy has canceled or generally disclaimed liability under any such policy or, to the Company's knowledge, indicated any intent to do so or not to renew any such policy. All material claims under the Insurance Policies have been filed in a timely fashion.

Section 2.20 Certain Business Practices. None of the Company, any of its subsidiaries or any directors, officers, agents or employees of the Company or any of its subsidiaries has (i) used any funds for unlawful contributions, gifts, entertainment or other unlawful expenses related to political activity, (ii) made any unlawful payment to foreign or domestic government officials or employees or to foreign or domestic political parties or campaigns or violated any provision of the Foreign Corrupt Practices Act of 1977, as amended, or (iii) made any other unlawful payment.

Section 2.21 Restrictions on Business Activities. There is no agreement (noncompete or otherwise), judgment, injunction, order or decree to which the Company or any of its subsidiaries is a party or otherwise binding upon the Company or any of its subsidiaries that has or is reasonably likely to have the effect of prohibiting or impairing any business practice of the Company or any of its subsidiaries, any acquisition of property (tangible or intangible) by the Company or any of its subsidiaries or the conduct of business by the Company or any of its subsidiaries. Without limiting the foregoing, neither the Company nor any of its subsidiaries has entered into any agreement under which the Company or any such subsidiary is restricted from selling, licensing or otherwise distributing any of its products or providing services to any class of customers, in any geographic area, during any period of time or in any segment of the market.

Section 2.22 Product and Service Warranties. Section 2.22 of the Company Disclosure Schedule sets forth a summary of the written warranties and guaranties by the Company or any of its subsidiaries currently in effect with respect to any of its products or services, complete and accurate copies of which have been delivered to Parent. There have not been any material deviations from such warranties and guaranties, and neither the Company, any of its subsidiaries nor any of their respective salesmen, employees, distributors and agents is authorized to undertake warranty and guaranty obligations to any customer or to other third parties in excess of such warranties or guaranties. Neither the Company nor any of its subsidiaries has made any oral warranty or guaranty with respect to any of its products or services.



IN WITNESS WHEREOF, each of the parties has caused this Agreement to be duly executed on its behalf as of the day and year first above written.

**LOOKSMART, LTD.**

By: Dianne P. Dubois

Name: Dianne P. Dubois

Title: CFO

**WISENUT, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**WN ACQUISITION SUB, INC.**

By: Martin E. Roberts

Name: Martin E. Roberts

Title: Secretary

**SECURITYHOLDER AGENT**

\_\_\_\_\_  
Sung Yoon

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be duly executed on its behalf as of the day and year first above written.

**LOOKSMART, LTD.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**WISENUT, INC.**By:  \_\_\_\_\_Name: Sung YoonTitle: Chief Executive Officer**WN ACQUISITION SUB, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SECURITYHOLDER AGENT** \_\_\_\_\_Sung Yoon